



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

November 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF
AMENDMENT NUMBER 1 TO PARK MAINTENANCE SERVICES CONTRACT
NUMBER 75861 TO ADD A TURF MAINTENANCE PROGRAM,
INCREASE ACREAGE OF AREA MAINTAINED AND INCREASE
THE CONTRACT SUM AT CERRITOS COMMUNITY REGIONAL PARK
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed action is categorically exempt from the California Environmental Quality Act pursuant to the State California Environmental Quality Act Guidelines and the County's Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, cited herein.
2. Find that the additional turf maintenance program services can be more economically performed by an independent contractor than by County employees as amended and remains cost-effective.
3. Approve and instruct the Chairman to sign Amendment Number 1 to Park Maintenance Services Contract Number 75861 with TruGreen LandCare, Branch 6246, and increase the contract amount from \$109,357 to \$225,457 annually to implement a new long-term turf maintenance program at Cerritos Community Regional Park and update other required provisions.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 9, 2006, your Board approved the Cerritos Regional Park Turf Improvement Project which included approximately 19.5 acres of moderate turf renovation and 15.5 acres of aggressive turf renovation, the use of aeration techniques which will remedy the turf's tight clay-root zone, a fertigation program used to provide the needed turf nutrients, and the reduction of the sodium levels in the turf's root zone. As part of this turf renovation program, a turf consultant developed an ongoing turf maintenance program and developed a Turf Maintenance Manual listing the corrective measures that will be necessary to acquire and maintain a sustainable turf, using best practices, given the soil conditions and turf properties.

This amendment will add the turf maintenance program to the existing park maintenance Agreement Number 75861, approved on August 29, 2006, with TruGreen LandCare, Branch 6246 at Cerritos Community Regional Park. TruGreen LandCare has agreed to assume the new turf maintenance program and comply with the reporting requirements, such as soil reports for monitoring the level of maintenance based on the recommendations of the Turf Maintenance Manual. In addition, County staff will monitor compliance with the turf maintenance manual requirements to avoid future damage to the turf.

Implementation of Strategic Plan Goals

The proposed amendment will further the County's Strategic Plan Service Excellence (Goal 1), and will continue to utilize the contractor's expertise to effectively provide park maintenance services through the most cost-effective means possible maintaining Fiscal Responsibility (Goal 4), and provide services that promote safety and survival for Children and Families' Well-Being (Goal 5).

FISCAL IMPACT/FINANCING

The increased cost for providing the new turf maintenance program at Cerritos Community Regional Park is \$116,100 per year, increasing the total contract sum from \$109,357 to \$225,457 annually.

Operating Budget Impact

The Department had anticipated the increased cost of \$116,100 for maintenance of the new turf renovations, and has received sufficient funding in its Fiscal Year 2007-08 Final Adopted Budget via its New Facilities Request. The Department does not expect any further operating costs beyond those already identified and funded.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 29, 2006, your Board approved a contract with TruGreen LandCare to provide park maintenance services for Cerritos Community Regional Park.

As provided by the contract, your Board may authorize compensation to increase the Contractor's level of maintenance due to the inclusion of the long-term turf maintenance program. The increase in the contract sum exceeds the Department's delegated authority to amend the contract. The effective date of the increased service is upon your Board's approval.

The Department has reviewed the amended contract cost in accordance with a methodology approved by the Auditor-Controller and has determined that this Proposition A contract remains cost-effective at the increased amount in accordance with the requirements of Los Angeles County Code Chapter 2.121 (Attachment I).

County Counsel has approved the attached amendment as to form and TruGreen LandCare; Branch 6246 has executed the amendment.

ENVIRONMENTAL DOCUMENTATION

The approval of this contract amendment is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the project provides for maintenance of existing facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)


This amendment will provide a new long term turf maintenance program and eliminate the problematic soil conditions of the park. The added services will be provided by TruGreen LandCare, Branch 6246. The impact on current services will be to include the additional landscape maintenance services, while maintaining current service levels. There will be no employee impact to existing staff.

The Honorable Board of Supervisors
November 6, 2007
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CONCLUSION

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached amendment be mailed to TruGreen LandCare, Branch 6246, Attention: Mr. Bob Chavez, 1150 West Trenton Avenue, Orange, California 92867. It is also requested that four (4) conformed copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

Attachments (7)

c: County Counsel
Director of Parks and Recreation

**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 75861
FOR PARK MAINTENANCE SERVICES FOR
CERRITOS COMMUNITY REGIONAL PARK**

THIS AMENDMENT NUMBER 1 TO THE PARK MAINTENANCE SERVICES CONTRACT, made and entered this 6th day of November, 2007.

BY AND BETWEEN THE

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

TRUGREEN LANDCARE, BRANCH 6246, hereinafter referred to as "Contractor" for park maintenance services, hereinafter referred to as "services" for **Cerritos Community Regional Park**, hereinafter referred to as "facility".

RECITALS

WHEREAS, on August 29, 2006, the County Board of Supervisors (Board) approved Contract Number 75861 (Contract) with TruGreen LandCare, Branch 6246 for the provision of park maintenance services for Cerritos Community Regional Park; and

WHEREAS, pursuant to Section 8, Change Notices and Amendments, Paragraph 8.0 of the Contract, compensation may be authorized by the Board to increase the Contractor's work requirements due to additional park maintenance services in Exhibit B, Statement of Work, of the Contract; and

WHEREAS, the Cerritos Community Regional Park has extensive turf damage due to a high salt content which requires a new long-term turf maintenance program; and

WHEREAS, the County and Contractor agree to expand the park maintenance service requirements as set forth in Exhibits A and B, of the Contract to include additional landscape maintenance services; and

WHEREAS, the County reserves the right to amend other terms and conditions in the Contract as they become necessary; and

WHEREAS, this Amendment contains amended provisions consistent with the County's right and the Contractor has affirmed the implementation of these provisions;

75861
Supplement No. 1

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them does agree as follows:

1.0 STATEMENT OF WORK

- 1.1 The existing Exhibit B, Statement of Work, of the Contract is deleted in its entirety and replaced with Exhibit B-1, Statement of Work, attached hereto and made part of the Contract.
- 1.2 The Contractor shall provide the required park maintenance services at Cerritos Community Regional Park in the manner and form described in Exhibit B-1 Statement of Work.

2.0 PRICING AND BILLING SCHEDULE

- 2.1 The existing Exhibit A, Pricing and Billing Schedule, of the Contract is deleted in its entirety and replaced with Exhibit A-1, Pricing and Billing Schedule and Performance Frequencies, attached hereto and made part of the Contract.
- 2.2 The Contractor shall provide the required park maintenance services at Cerritos Community Regional Park in the manner and form described in Exhibit A-1, Pricing and Billing Schedule and Performance Frequencies.

3.0 APPLICABLE DOCUMENTS

- 3.1 The existing "Exhibit A" references in the Contract are replaced with "Exhibit A-1."
- 3.2 The existing "Exhibit B" references in the Contract are replaced with "Exhibit B-1."

4.0 COST OF LIVING ADJUSTMENT

The existing Paragraph 5.2 of the Contract is deleted and the following paragraph is substituted:

"5.2 Cost of Living Adjustment (COLA)

If the County elects in its sole determination to exercise the option years, the contract (hourly, daily, monthly, etc.) sum, identified hereinabove, may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most

recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the CAO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted. Where the County decides to grant a cost of living adjustment pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show his/her labor cost will actually increase.”

5.0 UNIQUE TERMS AND CONDITIONS

The existing Paragraph 10.0 of the Contract is deleted and the following paragraph is substituted:

“10.0 UNIQUE TERMS AND CONDITIONS

10.1 COMPLIANCE WITH THE COUNTY’S LIVING WAGE PROGRAM

10.1.1 Living Wage Program:

This Contract is subject to the provisions of the County’s ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

10.1.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not an “Employer” as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately

below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in Subsection 5 of this Subparagraph 10.1.2, under the Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number

of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings,

as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

10.1.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County as Exhibit K and Exhibit L hereto, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one

of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

10.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

10.1.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

10.1.6 Notifications to Contractor and Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where

the Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor employees.

10.1.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Subparagraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely

difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights or remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given

pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Contractor's employee per day for each and every instance of an underpayment to Contractor's employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Subsection, the County may, in its sole

discretion, bar the Contractor from the award of future County contracts as described in Section 9.11.

10.1.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

10.1.9 Contractor Retaliation Prohibited.

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

10.1.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall

demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

10.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

10.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective

bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

10.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 10.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 10.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 10.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 10.2.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which the Contractor knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which the Contractor would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change in their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information."

6.0 RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number 1 shall remain in full force and effect and are hereby reaffirmed.

7.0 EFFECTIVE DATE

The effective date of this Amendment Number 1 shall be the date, month, and year first written above.

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IN WITNESS WHEREOF, the Contractor has executed this Amendment Number 1 to Contract Number 75861, or caused it to be duly executed, and the County, by order of its Board of Supervisors, has caused this Amendment Number 1 be executed on its behalf by the Mayor of said Board, and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, on the date, month and year first written above.

COUNTY OF LOS ANGELES

By Zev Yaroslavy
Zev Yaroslavy
Chairman, County of Los Angeles

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sonne Bhana
Deputy

CONTRACTOR

By [Signature]
TruGreen LandCare, Branch 6246

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sonne Bhana
Deputy



APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Helen S. Parker
Helen S. Parker, Principal Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 NOV 06 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

75861

Supplement No. 1

STATE OF CALIFORNIA }
 } s.s.
COUNTY OF LOS ANGELES }

On this 11TH day of October, 2007, before me,
Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles,
personally appeared Bob Chavez, as the Branch Manager
of TruGreen LandCare Branch 6246 personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that the person executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the
Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By _____


Deputy County Clerk

**County's Estimated Avoidable Costs Compared to True Green Landcare
for CERRITOS PARK LANDSCAPE MAINTENANCE**

COUNTY COSTDirectSalaries

Position	Benefits w/5th Step Variance ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Regional Grounds Maintenance Supervisor	7,898.35	0.8566	12	\$81,186.44
Grounds Maint. Worker I	3,759.82	6.7415	12	304,162.00
Light Tractor Operator	4,544.42	0.2132	12	11,623.82
Ag. Chem. Sprayer	5,589.45	0.0816	12	5,475.38
Pest Exterminator	4,544.42	0.0760	12	345.21
Landscape Contract Monitor	6,574.54	0.8634	12	5,676.32
		<u>8.83</u>		<u>\$408,469.18</u>

1. 5th Step Variance @ 97.1365%

2. Positions reflect annual County Productive Work Hours @ 1764

Vehicle Usage/ Fixed Assets ⁽³⁾	No. of Units	No. of Miles	Cost/Mile	Total
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Vehicle Usage

3/4 Ton Crew Cab Pick-up Truck	1	637	0.6891	\$439
1/2 Ton Pick Up Truck	1	551	0.6891	<u>380</u>
				\$819

Fixed Assets

3/4 Ton Crew Cab Pick-up Truck	1			\$10,490
1/2 Ton Pick Up Truck	1			153
Other Grounds Maintenance Equipment				<u>\$17,942</u>
				\$28,585

Services & Supplies

Grounds Maintenance				<u>\$15,000</u>
				\$15,000

Total Services and Supplies/Equipment

\$32,942INDIRECT ⁽⁴⁾

Avoidable Overhead Contract Admin.	\$0
Avoidable Overhead Agency Admin.	<u>0</u>
	\$0

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS ⁽⁵⁾**\$442,230**

3. Equipment costs include the use of a 3/4 ton truck 52 miles per week at a rate of \$0.6891 per mile.

4. Indirect Costs include monitoring by County field staff.

5. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTSDIRECT ⁽⁶⁾

Contractor Cost	\$109,357
Amendment Number 1 Cost	<u>116,100</u>
Total Contractor Direct Costs	\$225,457

INDIRECT ⁽⁷⁾

Avoidable Overhead Contract Admin.	\$8,825
Avoidable Overhead Agency Admin.	<u>18,079</u>
	\$26,904

TOTAL CONTRACTING COST (Direct Costs plus Indirect Costs)**\$252,361**

6. Contractor's bid on the RFP.

7. Contract monitoring conducted by existing County staff.

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY
AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)****\$189,869**

EXHIBIT A-1
Pricing and Billing Schedule and Performance Frequencies
Cerritos Community Regional Park

CERRITOS COMMUNITY REGIONAL PARK

19700 South Bloomfield Avenue, Cerritos

Turf Square Footage: Approximately 83 acres

GROUP I	Frequency	Cost Per Frequency	Annual Cost
1. Mowing Operations to be performed as specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS SECTION 13	52	<u>\$1,050.00</u>	<u>\$54,600.00</u>
a. Specialized Areas Tasks performed twice per week	N/A	<u>\$0.00</u>	<u>\$0.00</u>
2. Site Inspection and Reporting Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 14	52	<u>\$2.00</u>	<u>\$104.00</u>
3. Management/Supervision Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 15	52	<u>\$2.00</u>	<u>\$104.00</u>
Group I Total On-Going Costs Per Year			\$54,808.00
GROUP II			
4. Mechanical Edging Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 16			
a. Turf Areas (Once every 2 weeks)	26	<u>\$155.00</u>	<u>\$4,030.00</u>
b. Ground Cover Areas (Once every 2 months)	6	<u>\$380.00</u>	<u>\$2,280.00</u>
5. Weed Removal Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 17			
a. Walks, Beds, Planters, Hardscape (Once per week)	N/A		
b. Bare Areas (Once per month)	N/A		
c. Undeveloped Areas (Once per month)	N/A		
6. Litter Control Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 18			
a. Developed Areas (Daily)	364	<u>\$15.75</u>	<u>\$5,733.00</u>
b. Undeveloped Areas (Once per week)	N/A		
7. Empty Exterior Trash Containers (daily) Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 19	364	<u>\$7.50</u>	<u>\$2,730.00</u>
8. Trash Bin Contents-Removal From Site Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 20	52	<u>\$47.00</u>	<u>\$2,444.00</u>
9. Raking Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 21			
a. Turf Under Trees * (Once per month)	12	<u>\$16.50</u>	<u>\$198.00</u>
b. Planter Beds and Planters (Once per week)	52	<u>\$15.50</u>	<u>\$806.00</u>

*Frequency may be reduced if further reduction is necessary

EXHIBIT A-1
Pricing and Billing Schedule and Performance Frequencies
Cerritos Community Regional Park

GROUP II continued

	Frequency	Cost Per Frequency	Annual Cost
10. Clearance Pruning/Hedge Trimming Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 22			
a. Tree Clearance (Once per month)	12	<u>\$68.00</u>	<u>\$816.00</u>
b. Shrub Pruning *	12	<u>\$68.00</u>	<u>\$816.00</u>
(Once per month)			
c. Hedge Shaping and Trimming *	12	<u>\$68.00</u>	<u>\$816.00</u>
(Once per month)			
d. Ground Cover Thinning (Once per month)	12	<u>\$68.00</u>	<u>\$816.00</u>
11. Sweeping Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 23			
a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts and Basketball Courts (Tasks performed daily)	364	<u>\$2.75</u>	<u>\$1,001.00</u>
b. Tennis Courts *	312	<u>\$15.00</u>	<u>\$4,680.00</u>
(Tasks performed every day except on Fridays)			
c. Picnic Table Pads *	312	<u>\$1.50</u>	<u>\$468.00</u>
(Tasks performed daily except on the days washed)			
d. Picnic Shelters, Patios *	312	<u>\$1.50</u>	<u>\$468.00</u>
(Tasks performed daily except on the days washed)			
12. Washing Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 24			
a. Tennis Courts (Tasks performed on Fridays prior to 6:30 am)	52	<u>\$9.50</u>	<u>\$494.00</u>
b. Picnic Table Pads *	52	<u>\$18.00</u>	<u>\$936.00</u>
(Once per week)			
c. Patio/Designated Areas Used for Food Service* (Once per day, Mon-Fri. before 10 a.m. starting the first week day following July 4th through the last Friday before Labor Day.)	N/A		
13. Graffiti Control Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 25			
a. Interior (Daily)	364	<u>\$1.75</u>	<u>\$637.00</u>
b. Exterior (Daily)	364	<u>\$1.75</u>	<u>\$637.00</u>
14. Sand Play Area Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 26			
a. Inspect Playground Site and Equipment for Safety * (Daily)	364	<u>\$4.25</u>	<u>\$1,547.00</u>
b. Maintain Sand Play Area(s) (Daily)	364	<u>\$4.25</u>	<u>\$1,547.00</u>
c. Sweep Walks Around Play Area & Return Sand to Play Area (Daily)	364	<u>\$8.00</u>	<u>\$2,912.00</u>

* Frequency may be reduced if further reduction is necessary

EXHIBIT A-1
Pricing and Billing Schedule and Performance Frequencies
Cerritos Community Regional Park

GROUP II continued

	Frequency	Cost Per Frequency	Annual Cost
15. Picnic Areas & Similar Appurtenances Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 27			
a. Daily Operations *	364	<u>\$4.00</u>	<u>\$1,456.00</u>
b. Weekly Operations	52	<u>\$5.85</u>	<u>\$304.00</u>
16. Drinking Fountains Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 28			
a. Daily Operations *	364	<u>\$4.75</u>	<u>\$1,729.00</u>
17. Aerification			
a. Knife Aeration Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 29	12	<u>\$2,200.00</u>	<u>\$26,400.00</u>
b. Shatter Tine Aeration Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 29	1	<u>\$5,200.00</u>	<u>\$5,200.00</u>
c. Veticutting Per requirements specified in Exhibit B-1 Statement of Work PART III SEASONAL SPECIALTY TASKS Section 64	1	<u>\$7,200.00</u>	<u>\$7,200.00</u>
18. Fertilization* Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 30			
a. Topdressing	1	<u>\$17,500.00</u>	<u>\$17,500.00</u>
b. Fertigation Program	24	<u>\$1,702.29</u>	<u>\$40,855.00</u>
19. Rodent Control Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 31			
a. Per Specifications in Section 31.1* (Once per month)	12	<u>\$25.00</u>	<u>\$300.00</u>
b. Per Specifications in Section 31.2* (Tasks performed prior to mowing operation)	43	<u>\$20.00</u>	<u>\$860.00</u>
20. Swales and Drains Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 32			
a. Per Specification (Once per week)	N/A		
21. Service Yards and Storage Areas Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 33			
a. Per Specification (Once per week)	52	<u>\$45.00</u>	<u>\$2,340.00</u>
22. Site Inspection and Reporting Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 34			
a. Per Requirements	364	<u>\$3.25</u>	<u>\$1,183.00</u>
23. Management/Supervision Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 35			
a. Group II Management/Supervision	364	<u>\$3.25</u>	<u>\$1,183.00</u>
Group II Total On-Going Costs Per Year			<u>\$143,322.00</u>

EXHIBIT A-1
Pricing and Billing Schedule and Performance Frequencies
Cerritos Community Regional Park

	Frequency	Cost Per Frequency	Annual Cost
GROUP III			
24. Sports Field Maintenance			
Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 36			
a. Ballfield Preparation for each Diamond			
Per Recreation Schedule	N/A		
b. Periodic Preparations for each diamond	N/A		
(Once per month each diamond)			
c. Detailing Sports Field Areas	N/A		
(Once every 2 weeks)			
d. Horseshoe Pit Maintenance *	N/A		
(Daily)			
25. Site Inspection and Reporting			
Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 37			
a. Per Requirements	N/A		
(3 times in a week, Mon., Wed., and Fri.)			
26. Management/Supervision			
Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 38			
a. Group III Management/Supervision	N/A		
(3 times in a week, Mon., Wed., and Fri.)			
Group III Total On-Going Costs Per Year			<u>Not Applicable</u>
GROUP IV			
27. Building Maintenance			
Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 39			
a. Basic Interior Building Maintenance			
Level I - Requires full agreement mandates plus additional stipulated functions*	N/A		
Level II - Requires full agreement mandates*	N/A		
(Three time per week: Monday, Wednesday, Friday)			
Level III - Requires that daily and weekly agreement mandates be performed together once weekly	N/A		
b. Periodic Interior Building Maintenance			
Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 40			
Weekly *	N/A		
Monthly *	N/A		
Gymnasium Building			
Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 41			
c. Gymnasium Floor *	N/A		
d. Shower & Locker Rooms Maint.	N/A		
(Three time per week: Monday, Wednesday, Friday)			
e. Weight Room	N/A		
28. Inspect/Replace Exterior Security Lights*	364	<u>\$8.75</u>	<u>\$3,185.00</u>
Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 42			
(Check lights daily around buildings and comfort stations, replace as needed)			
29. Hose Off Exterior of Building and Adjacent Plants	N/A		
Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 43			
(Once per month)			

* Frequency may be reduced if further reduction is necessary

EXHIBIT A-1
Pricing and Billing Schedule and Performance Frequencies
Cerritos Community Regional Park

GROUP IV continued		Frequency	Cost Per Frequency	Annual Cost
30.	Clean Interior and Exterior Storage Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 44 and Maintenance Rooms * (Once per month)	52	<u>\$8.00</u>	<u>\$416.00</u>
31.	Daily Restroom Maintenance Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 45			
	a. Interior Restrooms *	N/A		
	b. Comfort Stations * (October-May, once per day and tasks performed prior to 8 a.m.)	242	<u>\$8.00</u>	<u>\$1,936.00</u>
	June - September, twice per day (First cleaning prior to 8:00 AM; second cleaning after 1:00 PM, but prior to 2:30 PM)	122	<u>\$8.00</u>	<u>\$976.00</u>
32.	Weekly Restroom Maintenance Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 46			
	a. Interior Restrooms *	N/A		
	b. Comfort Stations *	52	<u>\$3.00</u>	<u>\$156.00</u>
33	Monthly Restroom Maintenance Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 47			
	a. Interior Restrooms*	N/A		
	b. Comfort Stations*	12	<u>\$8.00</u>	<u>\$96.00</u>
34	Site Inspection and Reporting Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 48			
	a. Per Requirements	364	<u>\$3.50</u>	<u>\$1,274.00</u>
35	Management/Supervision Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 49			
	a. Group IV Management/Supervision	364	<u>\$3.50</u>	<u>\$1,274.00</u>
Group IV Total On-Going costs Per Year				<u>\$9,313.00</u>
GROUP V				
36	Chemical Application Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 50 & 51			
	a. Turf - detailing general turf areas with systemic herbicides * (Tasks performed once every other month)	6	<u>\$150.00</u>	<u>\$900.00</u>
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides* (Tasks performed once every other month)	6	<u>\$150.00</u>	<u>\$900.00</u>
	c. Broadleaf Control in Turf Areas* (Once annually subject to weather conditions and as scheduled by the Director)	1	<u>\$1,500.00</u>	<u>\$1,500.00</u>
37	Algae and Aquatic Growth Control Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 52			
	a. Algae Control with Cutrine Plus (Once per month as required or directed)	12	<u>\$80.00</u>	<u>\$960.00</u>
	b. Aquatic Weed Control (Twice annually as directed by the Director)	2	<u>\$285.00</u>	<u>\$570.00</u>

* Frequency may be reduced if further reduction is necessary

EXHIBIT A-1
Pricing and Billing Schedule and Performance Frequencies
Cerritos Community Regional Park

GROUP V continued

	Frequency	Cost Per Frequency	Annual Cost
38 Site Inspection and Reporting Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 53			
a. Per Requirements	12	<u>\$18.50</u>	<u>\$222.00</u>
39 Management/Supervision Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 54			
a. Group V Management/Supervision	12	<u>\$18.50</u>	<u>\$222.00</u>

Group V Total On-Going Costs Per Year **\$5,274.00**

GROUP VI

40 Irrigation/Watering Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 55			
a. Valve Box Integrity and Visual System Check (Daily)	364	<u>\$3.75</u>	<u>\$1,365.00</u>
b. Inspect and Make Adjustments (Once per week)	52	<u>\$32.00</u>	<u>\$1,664.00</u>
c. Test System for Operability, Ongoing Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 56			
Repair of System Components and Response to Intermittent Malfunctions (Once per week)	52	<u>\$27.50</u>	<u>\$1,430.00</u>
41 Site Inspection and Reporting Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 57			
a. Per Requirements	364	<u>\$1.75</u>	<u>\$637.00</u>
42 Management/Supervision Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 58			
a. Group VI Management/Supervision	364	<u>\$1.75</u>	<u>\$637.00</u>

Group VI Total On-Going Costs Per Year **\$5,733.00**

GROUP VII

43 Lake/Drain Maintenance Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 59			
a. Drains and Catch Basins (Daily)	364	<u>\$3.75</u>	<u>\$1,365.00</u>
b. Litter and Debris Control (Daily)	364	<u>\$3.75</u>	<u>\$1,365.00</u>
c. Circulation System			
Skimmer Baskets (Daily)	364	<u>\$4.00</u>	<u>\$1,456.00</u>
Air-Intake Nozzles (Daily)	364	<u>\$4.00</u>	<u>\$1,456.00</u>
Pump Maintenance	N/A		
Water Level (Once per week)	52	<u>\$1.75</u>	<u>\$91.00</u>

EXHIBIT A-1
Pricing and Billing Schedule and Performance Frequencies
Cerritos Community Regional Park

GROUP VII continued		Frequency	Cost Per Frequency	Annual Cost
44	Site Inspection and Reporting Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 60			
	a. Per Requirements	364	<u>\$1.75</u>	<u>\$637.00</u>
45	Management/Supervision Per requirements specified in Exhibit B-1 Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 61			
	a. Group VI Management/Supervision	364	<u>\$1.75</u>	<u>\$637.00</u>
Group VII Total On-Going Costs Per Year				<u>\$7,007.00</u>

CERRITOS COMMUNITY REGIONAL PARK
19700 South Bloomfield Avenue, Cerritos
Turf Square Footage: Approximately 83 acres

ANNUAL COSTS

GROUP I	<u>54,808.00</u>
GROUP II	<u>143,322.00</u>
GROUP III	<u>Not Applicable</u>
GROUP IV	<u>9,313.00</u>
GROUP V	<u>5,274.00</u>
GROUP VI	<u>5,733.00</u>
GROUP VII	<u>7,007.00</u>
TOTAL ANNUAL COSTS	<u>225,457.00</u>

EXHIBIT B-1

CERRITOS COMMUNITY REGIONAL PARK STATEMENT OF WORK PARK MAINTENANCE SERVICES SPECIFICATIONS

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Exhibit B-1

STATEMENT OF WORK Cerritos Community Regional Park PART I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

- 1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, and the public shall be paramount.
- 1.2 The Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
- 1.3 The Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; maintenance, repair and preparation of athletic areas; the pruning of trees and shrubs; providing weed and pest control; providing specified building custodial services; operate, repair and maintain irrigation systems and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County. The specific frequencies per site are identified in Exhibit A-1, Pricing and Billing Schedule and Performance Frequencies, and govern the Contractor's completion of required operations.
- 1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.
- 1.5 The Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefor by the Director.
- 1.6 The Contractor shall, during the hours and days of maintenance service, as identified in Section 6.0 (Hours and Days of Maintenance) respond to all emergencies within two (2) hours of notification.

- 1.7 The Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

2.0 FACILITY TO BE MAINTAINED

- 2.1 The facility to be maintained under the provisions of this Contract is as follows and is specifically located at the address identified below:

- **Cerritos Community Regional Park**
19700 South Bloomfield Avenue, Cerritos

This facility is landscaped with turf, groundcover, shrubs, and is irrigated by manual and/or automatic irrigation systems.

- 2.2 The Contractor acknowledges personal inspection of the facility and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

3.0 CERTIFICATIONS/REPORTS

3.1 Payroll and Prevailing Wage Report

The Contractor shall complete a Payroll and Prevailing Wage Certification Report which shall be made available to the Director concurrent with the monthly invoicing. The Contractor may use Exhibit E, Public Works Payroll Reporting and Certification Form, or provide the required information in a form acceptable to the Director. The monthly payment will not be made until such report is received and found acceptable by the Director.

3.2 Maintenance Task Report

The Contractor shall maintain and keep current a report that records when all Periodic, Seasonal, Additional Work, and maintenance tasks performed by the Contractor's personnel were completed. Said report shall be in a form and content acceptable to the Director and will be made available to the Director upon request. The monthly payment may not be made if such report is requested and is not made available or is in a form that is unacceptable to the Director.

3.3 Certification of Specialty Type Maintenance

When applicable, the Contractor shall include with the monthly invoice, those specialty type maintenance items completed. The following information shall include but not be limited to:

- a. Quantity and complete description of all commercial and organic fertilizer(s) used.

- b. Quantity and label description of all grass seed used.
- c. Quantity and complete description of all soil amendments used.
- d. A valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioner's Pesticide Use Reports signed by a licensed California Pest Control Operator for all chemical, disease and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, the person responsible for the report, the applicator's name and the license number under which the applicator was operating.

3.4 Certified Monitoring Reports for Living Wage Program

The Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate. (Refer to Contract Subsection 10.1.3)

4.0 **ADDITIONAL WORK**

- 4.1 As authorized in Subsection 8.0 (Change Notices and Amendments) of the Contract, the Director may at his discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with a cost estimate of labor and materials. No work shall commence without a written authorization from the Director.

- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director for approval.

5.0 SAFETY

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 5.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

6.0 HOURS AND DAYS OF MAINTENANCE SERVICES

- 6.1 The basic daily hours of maintenance service shall be as follows:
- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
 - b. For the months of May through October, 6:00 a.m. to 2:30 p.m.
- 6.2 The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours seven (7) days per

week. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director.

- 6.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

7.0 MAINTENANCE SCHEDULES

- 7.1 The Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, the Contractor shall notify the Director, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication of rodents pursuant to Section 31 of the Statement of Work.
- 7.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director for his review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.
- 7.3 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.
- 7.4 The Contractor shall notify the Director, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
- a. Fertilization
 - b. Turf renovation/reseeding
 - c. Micro-Nutrients/soil amendments

- d. Spraying of trees, shrubs or turf
- e. Aesthetic tree pruning

8.0 SIGNS/IMPROVEMENTS

The Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from the Director.

9.0 UTILITIES

The County shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the Director. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

10.0 NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

11.0 USE OF CHEMICALS

11.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

11.1.1 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.

11.1.2 If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director per Paragraph 9.39, Subcontracting, of the Contract, may subcontract this service.

- 11.1.3 If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, the Director may deduct pro rata from the Contractor's invoice applicable contract costs for chemical spraying.
- 11.1.4 The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 11.1.5 In addition to the remedies provided heretofor, this Contract may be terminated per Paragraph 9.42, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.
- 11.2 A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the Director for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director.
- 11.3 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 11.4 Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- 11.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- 11.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California, Berkeley shall be adhered to.
- 11.7 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

12.0 NOISE

Contractor shall not prepare for or initiate any motorized operations or use any equipment before 7:00 a.m.

PART II. ON-GOING MAINTENANCE TASKS

The specific frequencies per site are identified in Exhibit A-1, Pricing and Billing and Performance Frequencies Schedule, and govern the Contractor's completion of required operations.

GROUP I

13.0 MOWING

- 13.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director and within the manufacturer's guidelines.
- 13.2 Turf shall be mowed with a reel-type mower equipped with rollers and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel.
- 13.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 13.4 Mower blades shall be sharpened weekly.
- 13.5 Mowing height shall be one (1) inch with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director.
- 13.6 Mowing operation shall be on a schedule that is acceptable to the Director.
- 13.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 13.8 Mowing of turf at each park facility shall be completed in one operation.

14.0 GROUP I SITE INSPECTION AND REPORTING - Mowing

- 14.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve boxes shall be immediately repaired and or replaced.

- 14.2 If a mowing operation cannot be thoroughly completed within the designated time frame, the County Contract Monitor shall be immediately notified, refer to the Contract Subsection 9.20 (Notice of Delays).

15.0 GROUP I MANAGEMENT/SUPERVISION - Mowing

- 15.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as mowing and transport equipment that is properly maintained.
- 15.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 15.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.

GROUP II

16.0 MECHANICAL EDGING

- 16.1 All, turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.
- 16.2 All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams shall be edged to a neat and uniform line.
- 16.3 Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.
- 16.4 All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 16.5 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.
- 16.6 Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

17.0 WEED REMOVAL

- 17.1 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

- 17.2 Methods for removal of weeds can incorporate one or all four of the following:
 - a. Hand removal (Mechanical)
 - b. Cultivation
 - c. Chemical Eradication
 - d. Mulching
- 17.3 Remove or control all weeds and grasses from the following areas: beds, planters, walkways, ball diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints in all hard surface areas, driveways, roadways, parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.
- 17.4 Remove all weeds, mechanically, from shrub beds, planters, and other cultivated areas.
- 17.5 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) shall be made, at no additional cost to the County, until target species are eliminated.
- 17.6 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.
- 17.7 After complete kill, all dead weeds shall be removed from the areas.
- 17.8 Spot treat with a portable sprayer or wick wand using an effective herbicide applied per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application.

18.0 LITTER CONTROL

- 18.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated debris upon the hard surfaces, developed, bare and undeveloped areas to be maintained, including but not limited to: walkways, roadways, service yards, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, catch basins, play equipment, sand areas and turf areas.
- 18.2 Complete policing, litter pick up and supplemental hand sweeping of parking lot corners and other parking lot areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- 18.3 Complete removal of floating debris and litter in lakes and/or streams.
- 18.4 Litter pickup shall be completed as early in the day as possible, but in no case later than 10:00 a.m.

- 18.5 Trash cans and any other large materials placed into the lakes or streams shall be removed.
- 18.6 Submerged debris within ten (10) feet of the incline of the lake shall be removed daily.
- 18.7 Litter shall be removed from all riding and hiking trails and ten (10) feet on either side of trails.
- 18.8 Litter shall be removed from developed irrigated slope areas and undeveloped areas (10 feet out, up or down) adjacent to developed areas or roadways.
- 18.9 Litter picked up on site shall be placed in trash bins and not in trash containers.

19.0 TRASH CONTAINERS

- 19.1 Exterior trash containers shall be emptied prior to 10:00 a.m. and all materials shall be placed in appropriate trash bin(s).
- 19.2 Receptacles shall be conveniently located for public use, and returned daily to such locations if receptacles are displaced by third parties.
- 19.3 Containers or related appurtenances shall be cleaned, and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 19.4 Containers shall be painted and stenciled as needed.
- 19.5 Containers shall be fifty-five (55) gallon drums.

20.0 TRASH BIN REMOVAL

- 20.1 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.
- 20.2 A designated storage area will be provided for the trash bin(s).
- 20.3 Contractor shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.
- 20.4 Trash trucks shall not be permitted on park turf areas.

21.0 RAKING

Accumulation of leaves shall be removed from all landscaped areas including beds, planters and turf areas under trees and placed in appropriate trash bin(s).

22.0 PRUNING AND HEDGE TRIMMING

22.1 Clearance

- a. Maintain trees to achieve a seven (7) foot clearance for all branches within the developed park area and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of

roadways and hiking and riding trails. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

- b. All wounds one inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
- c. Shear fence lines to limit growth to just outside of chain link fabric.

22.2 Trim designated formal plant materials to maintain formal hedges and topiary work.

22.3 Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.

22.4 Remove all new growth on trees up to the appropriate height clearances.

22.5 Remove all dead shrubs and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.

22.6 Staking and Tying

- a. Replacement of missing or damaged stakes where the tree diameter is less than three (3) inches.
- b. Stake in those cases where tree has been damaged and requires staking for support.
- c. Stake new trees or recently planted trees which have not previously been staked.

d. Materials

- 1. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
- 2. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree.
- 3. Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
- 4. Stakes will not be placed closer than eight (8) inches from the bark.

22.7 Groundcover

All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

- 22.8 Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement stakes or new staking shall be completed within five (5) days.
- 22.9 Remove and place in appropriate trash bin(s) all clippings the same day that plant materials are pruned or trimmed.

23.0 SWEEPING

- 23.1 Check concrete areas for cracks, crevices and deterioration and notify the Director in writing within twenty-four (24) hours. Contractor shall take immediate action to place barricade(s) or other device to eliminate entry to the hazard area.
- 23.2 Walkways, steps, hard court areas, picnic pads, picnic shelters, and patios shall be swept, including but not limited to; the removal of all foreign objects from surfaces such as gum, grease, paint, graffiti, broken glass, etc.
- 23.3 Methods for sweeping of designed areas can require one or all of the following:
 - a. Power pack blowers
 - b. Vacuums
 - c. Brooms
 - d. Push power blowers
- 23.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by the Director in order to insure that the public is not unduly impacted by the noise created by such equipment.
- 23.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.
- 23.6 Sweeping operation of the hard court areas, including but not limited to tennis courts, in conjunction with washing shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week. (i.e., Sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday.)

24.0 WASHING

24.1 Tennis Courts/Hard Court Areas

Washing operation of the hard court areas, including but not limited to tennis courts, in conjunction with sweeping shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week. (i.e., sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday).

24.2 Picnic Table Pads, Shelter, Patios and Designated Hard Surface Areas.
The above shall be thoroughly washed (cleaned) to remove accumulated materials.

24.3 Patio Areas used for Food Service

Patio areas used for food service shall be washed (cleaned) to remove accumulated materials before 10:00 a.m.

25.0 GRAFFITI ERADICATION AND CONTROL

25.1 Graffiti eradication and control shall include all surfaces to the following areas as noted.

Exterior

- a. All exterior wall surfaces.
- b. Park Signs and Park Fountains
- c. Wooden Bridges and Play Structures
- d. Picnic Pavilions, patios, tables and slabs
- e. Restrooms and Comfort Stations - all exterior wall, window and door surfaces
- f. County Service Yard and Buildings
- g. Concrete and Block Walls
- h. Concrete walks throughout the park.
- i. Curbs in parking lots and on streets and drives.
- j. Trash Barrels
- k. Doors
- l. Other surfaces within the park.

Interior

- a. Park offices, meeting rooms, and storage rooms
 - b. Restrooms and comfort stations - all interior walls, doors, cabinets and windows.
- 25.2 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent park property, and approved by CAL-O.S.H.A.
- 25.3 Appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the Director.

- 25.4 The Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. The Contractor shall use materials, and methods of application, as provided and approved by the Director.
- 25.5 The Contractor is not required to sandblast walls or walkways.
- 25.6 The Contractor shall clean spills, spatters, and runs from graffiti removal operations as a part of each operation.

26.0 SAND PLAY AREAS/PLAYGROUND EQUIPMENT

- 26.1 All playground sites and equipment shall be inspected at the start of each workday and before 8:00 a.m. The Contractor shall complete a daily written report as prescribed by the County for each play area on a Daily Facility/Equipment Inspection Report form provided by the Director.
- 26.2 The Contractor shall sign, date and send, via facsimile, each Daily Facility/Equipment Inspection Report to the Director or his designate prior to 2:00 p.m. on the date of the actual inspection.
- 26.3 Any play area component (condition or portion of a play area) showing signs of wear, fatigue or otherwise presenting an unsafe condition shall be reported immediately to the Director or his designate upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.
- 26.4 All play ground sites and equipment shall be neatly groomed at the start of each workday and before 8:00 a.m.
 - 26.4.1 The entire sand area shall be cleaned, raked to a depth of 5 inches and raked level. All foreign and hazardous materials shall be removed. All sand play areas shall be maintained free of weeds, litter, cans, pop tops, broken glass and other harmful and unsightly debris.
 - 26.4.2 Special attention shall be made to low and "dished out" sand areas around play equipment. These sand areas shall be leveled by distributing sand from high areas to low areas.
 - 26.4.3 During the leveling and distribution of sand no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping.
 - 26.4.4 During regular maintenance, the raking and filling of depressions shall be done in a manner to prevent material compaction.
 - 26.4.5 The sand fall zone areas are considered to be locations eight (8) feet around and below the play area. These areas shall have a cushioning potential of twelve (12) inches. In order to achieve this cushioning requirement, the Contractor shall provide roto-tilling once per week in all fall zone areas. The Contractor shall notify

the Director as soon as possible if the twelve (12) inch cushioning cannot be achieved.

26.4.6 Cushioning to twelve (12) inches means the loosening of surface material to absorb the shock from play activity.

26.5 Equal access play areas and their resilient surfaces shall be thoroughly swept to remove sand, silt and debris following each litter and debris removal. Any cracks, tears, rips or holes shall be reported immediately to the Director or his designate upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.

27.0 PICNIC AREAS/SHELTERS

Daily Operations

27.1 Picnic tables, benches, slabs, braziers and trash containers and receptacles shall be spot cleaned and sanitized to insure safe use by the public.

27.2 Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general need of repair.

27.3 Picnic tables, cooking grills, braziers, fireplaces, sinks, food preparation surfaces and fire rings shall be inspected for safety hazards and general need of repair.

27.4 The Contractor's observation of safety hazards or the general need of repair of braces, braziers, picnic tables, cooking grills, braziers, fireplaces, sinks, food preparation surfaces and fire rings shall be immediately reported to the Director.

27.5 Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities and fire rings shall be removed.

27.6 The entire picnic area, including shelters, shall be kept free of broken glass, cans, pop-tops, paper, etc.

27.7 Empty all trash containers.

Weekly Operations

27.8 Clean and sanitize all pads, benches, walls, splashboards, cupboard doors, stoves, dispensers, sinks, trash containers and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas. Remove all tacks, staples, strings and other objects.

27.9 Thoroughly clean, wet mop and disinfect floors taking care to clean corners and around other obstacles.

28.0 DRINKING FOUNTAIN MAINTENANCE

- 28.1 The Contractor shall maintain all interior and exterior drinking fountains by performing the following daily operations:
- a. Drinking fountains shall be cleaned and disinfected.
 - b. Leaking fixtures, clogged or stopped up drains and damaged fountains that cannot be repaired by tightening the fixture to stop the leak, unclogged by using a "plumber's helper" or a short snake to clear the drain shall immediately be reported to the Director orally and thereafter in writing. For leaking fixtures that cannot be stopped as indicated in this Subparagraph, the water valve shall be turned off.
- 28.2 The County shall be responsible for the repair or replacement of drinking fountains and fixtures. Additional compensation may be authorized, at the discretion of the Director, for the Contractor to perform said work.

29.0 AERIFICATION

- 29.1 Shatter tine aeration shall be accomplished at the frequency established in the Pricing and Billing Schedule and Performance Frequencies, Exhibit A-1 to the Contract and approved by the Director.
- 29.2 Knife aeration shall be accomplished using a 6 inch blade at the frequency established in the Pricing and Billing Schedule and Performance Frequencies, Exhibit A-1 to the Contract.

30.0 FERTILIZATION

- 30.1 All fertilizer/micronutrients shall be approved by the Director prior to application.
- 30.2 Application of the fertilizer (fertigation program) shall be done in sections, determined by the areas covered by each irrigation system.
- 30.3 Application of topdressing shall proceed after the shatter tine aeration.
- 30.4 Areas shall be fertilized utilizing ratios and mixtures recommended by the Director at the rate of application per the manufacturer's recommendation.
- 30.5 Fertilization to occur as scheduled by the Director for the period following broadleaf eradication.

31.0 RODENT CONTROL

- 31.1 All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control.
- 31.2 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level before mowing the facilities.

- 31.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Contractor's expense, until eradication is complete.

32.0 SWALES AND DRAINS

- 32.1 The Contractor shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.
- 32.2 Swales shall be inspected and kept clear of all silt, debris and litter.
- 32.3 Drains and collection boxes shall be cleaned and cleared of all debris.
- 32.4 Drain grates shall be inspected to restrict hazards. The Contractor shall immediately inform the Director of any broken or missing grates, and secure same to keep the area safe for public use.

33.0 SERVICE YARD AND STORAGE AREA

- 33.1 Service yard and storage areas must be swept daily and kept clean of all debris.
- 33.2 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, shall be removed from the service yard and storage area(s).
- 33.3 The County, at its discretion, may provide storage and office facilities for the Contractor's use within the premises. In such case, the Contractor is prohibited from use of said facility for the conduct of any of its business interests that are outside the scope of this Contract.
- The storage area or office facility shall not be used for human habitation, other than a night watchman or patrolman as specifically approved by the Director.
 - The Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facility. However, the Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.
- 33.4 The Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly stored on a temporary basis, thereafter to be disposed of by the Contractor at an approved disposal site.
- 33.5 Damage or loss to the Contractors equipment, materials and/or personal property shall be at the Contractor's sole risk and expense. The Contractor hereby agrees to hold the County harmless and waive any

claims for damage for loss of use of any equipment, materials and/or property that may occur at County provided storage facilities.

34.0 GROUP II SITE INSPECTION/REPORTING -General Landscape Maintenance

- 34.1 Prior to proceeding with any Group II task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.
- 34.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

35.0 GROUP II MANAGEMENT/SUPERVISION -General Landscape Maintenance

- 35.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 35.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 35.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.
- 35.4 The Contractor's executive, management, or supervisory staff shall provide ongoing follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP III

36.0 DAILY SPORTS FIELD MAINTENANCE REQUIREMENTS

All ballfield areas within the premises shall be maintained at a level that insures a safe playing condition. Said ballfields, including appurtenant backstops, fencing, bleachers and walkways shall be inspected daily and the Director informed immediately thereafter, of any hazardous conditions thereat, or of any supplemental needs therefor.

36.1 Ongoing Ballfield Preparation

The following progression is necessary to prepare a ballfield for each day's play:

- a. The home plate, pitchers mound, 1st, 2nd, and 3rd base areas surface materials shall be loosened, raked, shaped, and the areas leveled. The surface material that has worked away from these areas must be replaced and tamped down firmly.
- b. All other depressions in the skinned area should be graded level and tamped down firmly.
- c. Lightly water the skinned portion of the infield and then drag and level with a Maxwell Steel Planner Drag or its equal, to break the crust and regrade the infield.
- d. Give the skinned areas a finished surface with a drag mat. Said drag, similar to a metal foot scraper constructed of heavy interwoven metal squares, is used to provide a finished surface. If a vehicle is used to tow the drag mat, make sure that the speed is slow enough to prevent the surface material from being thrown into the outfield grass or out of the skinned areas. Particular care shall be given to the transition zone between grass and skinned area surface so that it is smooth.
- e. After smoothing the surface with the drag mat, small pebbles and other debris, shall be removed.
- f. The skinned portion of the diamond shall be thoroughly watered with the proper amount of water to provide a suitable condition for play. As a rule, after about 1/2 hour of watering, the appearance of small water bubbles should indicate sufficient watering. In the watering of the diamond, the correct procedure is to water away from the body with the hose to the rear. Do not walk on the watered areas.
- g. As the field dries, clean and wash down dugouts, bleachers, concrete pads, and walks around the diamond. Make sure that the runoff from this operation does not create hazardous or unplayable conditions in the area.
- h. Make sure that the base pegs, pitching rubber, quick couplers, valve box covers and sprinkler heads are visible.

36.2 Periodic Maintenance Operations

- a. The berm buildup that is created from play and the dragging operations shall be regularly raked level to ensure a smooth transition between the skinned portion of the infield and the grass portion of the outfield.
- b. Turf and weed encroachment shall be prevented within the skinned portion of the ballfield.
- c. A smooth line shall be kept between the turf grass and skinned portion of the ballfield by either mechanically edging or chemical application.
- d. Seasonally excessively wet diamonds may require the working of the skinned area until it is dry enough to prepare for play. Acceptable techniques shall be utilized to provide a playable diamond. If rain has

stopped, and water is standing on the diamonds, Contractor shall broom, squeegee, absorb or otherwise remove standing water from the skinned portion of the diamond to help dry it for play.

- e. A soil sterilant or herbicide shall be applied under all fencing that does not have concrete mow strips.
- f. Foul lines and out-of-bound lines that extend into turf areas shall be burnt in on a regular basis to insure their visibility.

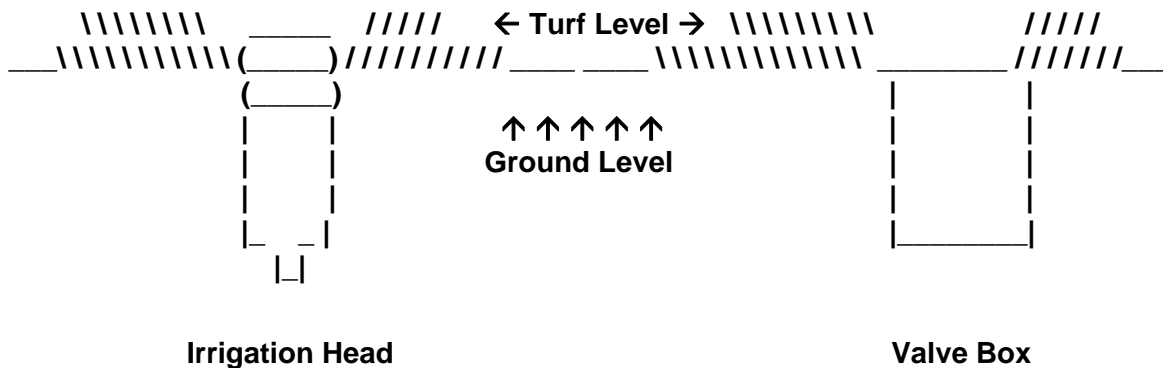
36.3 Scheduling of Maintenance Operations

Ballfield shall be prepared daily in compliance with the schedule of recreation use as set forth by the Director. Said schedule shall be prepared by the appropriate recreation staff and forwarded by the monitor to the Contractor.

- 36.4 In the event that the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by Director in order to insure that the public is not unduly impacted by the noise created by such equipment.

36.5 Detailing Sports Field Areas

Sports fields shall be mechanically detailed with a weed eater or similar device on a weekly basis. The grass shall be trimmed even with the top of the sprinkler head or valve box so that the soil is not "dished" around the heads or boxes and no hazard is created or allowed to exist. Detailing should be done according to the following illustrations:



36.6 Horseshoe Pit Maintenance

Horseshoe Pits shall have their pegs properly oriented and placed. Eroded pit materials shall be returned to the pit and graded so that water applied to its surface will run away from the pit. Ball diamond "mound mix" only will be used as a pit material.

37.0 GROUP III SITE INSPECTION/REPORTING - Sports Field Maintenance

- 37.1 Prior to proceeding with sports field maintenance operations, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.
- 37.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

38.0 GROUP III MANAGEMENT/SUPERVISION - Sports Field Maintenance

- 38.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 38.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 38.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.
- 38.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP IV

39.0 INTERIOR BUILDING MAINTENANCE

- 39.1 Pickup debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.
- 39.2 Dust counter tops and other horizontal surfaces.
- 39.3 Remove, empty, clean and disinfect all trash receptacles.
- 39.4 Stack chairs on tables and clear floor area.
- 39.5 Inspect and replace burnt out lights and tubes.
- 39.6 Remove all graffiti using graffiti removal materials, scrubbing techniques or paint when applicable.
- 39.7 Clean doors, door frames, light switch, kick and push plates and handles.

- 39.8 Clean and disinfect top and sides of drinking fountains and scrub and dry fixtures.
- 39.9 Sweep and dust mop floors taking care to clean corners and around obstacles.
- 39.10 Spot mop around entryways and all stains and spills.
- 39.11 Replace chairs, tables and containers, etc.
- 39.12 Deodorize room.
- 39.13 Immediately notify the Director of any irregularities or hazards.
- 39.14 All areas shall be left clean and free, of streaks, stains, film, debris, water spots and odors.
- 39.15 Thoroughly vacuum carpeted floors, taking care to clean corners and around obstacles.
- 39.16 Clean and disinfect all furniture including desks, chairs and tables.
- 39.17 Dust all exposed cabinets, bookcases, shelves and legs.
- 39.18 Empty, clean and sanitize all kitchen trash containers.
- 39.19 Thoroughly mop and disinfect kitchen floors, taking care to clean corners and around other obstacles.
- 39.20 Inspect and refill all Kitchen Dispensers.
- 39.21 Wash and sanitize all kitchen walls, splashboards, cupboard doors and dispensers.
- 39.22 Clean and sanitize stoves, ovens, refrigerators, other appliances and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas.
- 39.23 Sweep and dust wood floors with commercial sweeping material daily.
- 39.24 Spot clean and remove foreign materials from the wood floors daily as necessary. Damp mop to remove spills and soiled spots only.
- 39.25 Buff the wood floors with a No. 2 steel wool pad or equivalent.

40.0 PERIODIC INTERIOR BUILDING MAINTENANCE

Weekly

- 40.1 Dust and disinfect all telephones.
- 40.2 Machine buff resilient floors.

Monthly

- 40.3 Wash all windows and glass doors.
- 40.4 Strip, clean, refinish and machine polish (Director shall approve the type of non-skid wax) resilient floors.

40.5 Dust venetian blinds.

41.0 GYMNASIUM FLOOR MAINTENANCE

- 41.1 The Contractor shall maintain the gymnasium floor by performing the following operations. All phases of these procedures will be followed to ensure the complete cleaning and removal of fine debris from the floors.
 - 41.1.1 Where applicable, walk-off mats will be removed to outside where they will be swept with a corn broom to remove as much dirt and abrasive particles as possible. This must be done to enhance the mats protective potential.
 - 41.1.2 The entire floor will be swept, including under bleachers, with soft bristle tampico brooms. Remove all trash and debris that is collected. Any spots of gum must be removed with a plastic putty knife. Any spills of soda will be spot damp mopped as well as around drinking fountains and bleacher areas. Use a small amount of Hil-Shine in a mop bucket. Scuff marks may be removed with damp fine steel wool by scrubbing lightly.
 - 41.1.3 A previously prepared (treated) dust mop will be used each day following the brooming of the floor. Following the dust mopping of the floor, the dust mop will be prepared (shaken out and treated with a product appropriate to sealed-wood gym floors) for use the following morning.
 - 41.1.4 A complete damp mopping will be done twice a week or more frequently if warranted due to excessive use of gym.
 - 41.1.5 Turkish towels will be immersed completely in mopping solution then wrung out thoroughly to allow dampness but not excessive solution on floors. Towels should be rinsed frequently to ensure a clean and thorough job. After each use, towels will be wrung out and hung up to dry. A thirty-inch stiff bristle push broom or proper broom handle and frame should be used to drape the turkish towels over to utilize widest possible coverage of the floor. Both sides of the towels should be used during mopping procedures. If possible, gym should remain closed for approximately an hour to allow complete drying of floor.
- 41.2 Alternate patterns will be used in mopping to ensure even coverage. Patterns should always allow persons to mop away from rear of gym toward an exit.
- 41.3 Walk-off mats will be replaced when floor is dry and before activity is allowed to resume.
- 41.4 The Contractor shall provide appropriate gym floor products necessary to maintaining sealed-wood gymnasium floor, and submit to the Director a copy of the floor care program contractor proposes to follow.

42.0 SECURITY LIGHTS

Check security lights around building and comfort stations to see that they are functioning. Replace light bulbs as needed. Report any lights not working.

43.0 HOSE-OFF BUILDING EXTERIOR/ADJACENT PLANTS

Hose off exterior of building and adjacent plant material to remove accumulated dust and grime and accumulated foreign materials.

44.0 STORAGE AND MAINTENANCE ROOMS

44.1 Dust, clean and sweep all storage and maintenance rooms.

44.2 Storage and maintenance rooms utilized by the Contractor for storing the Contractor's equipment and supplies shall be arranged in an organized and neat manner.

44.3 Clean storage, maintenance and mechanical rooms located in restrooms.

45.0 RESTROOM MAINTENANCE – Daily Operation

45.1 All restrooms shall be cleaned thoroughly once per day in accordance with the following tasks; all tasks shall be completed and restrooms opened for public use prior to 8 a.m. unless otherwise specifically authorized by the Director. From June through September, restrooms shall be thoroughly cleaned a second time daily: after 1 pm, but prior to 2:30 pm.

45.2 Pick up debris and trash, then sweep floor. Removed materials are not to be swept outside of the restroom.

45.3 Empty trash and napkin receptacles, replace liners as needed.

45.4 Check and refill all dispensers as needed.

45.5 Replace burnt out light bulbs or tubes, inside of restroom.

45.6 Remove all graffiti using graffiti removal materials or other scrubbing techniques.

45.7 Remove spitballs, cobwebs, and other foreign materials from doors, walls, ceiling, partitions, vents, etc.

45.8 Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.

45.9 Disinfect the inside of urinals and toilets.

45.10 Disinfect the top and bottom of toilet seats, fixtures, and surfaces of and surrounding each fixture.

45.11 Disinfect stall walls and other areas where hands are normally placed. Clean doors and door frames.

45.12 Disinfect around urinals, under sinks, around floor drains, and other areas where bacteria might breed.

- 45.13 Disinfect sinks, dispensers, receptacles, trash containers, and walls around such areas.
- 45.14 Clean mirrors.
- 45.15 Scrub sinks and wipe dry. Use a small scrub brush to clean corners, cracks, and narrow areas.
- 45.16 Scrub inside surfaces of toilets and urinals. Be sure to scrub upper lip. Do not flush.
- 45.17 Scrub outside of toilets, urinals, and rear wall.
- 45.18 Wipe toilet seats, toilet bowls, urinals, and fixtures until dry.
- 45.19 Spot clean walls and scrub handprints, etc. from walls and partitions and wipe dry.
- 45.20 Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave the floor as dry as possible.
- 45.21 Wipe off cove base and remove mop strands caught around posts, etc.
- 45.22 Replace receptacles and trash containers following their cleaning.
- 45.23 Deodorize the restrooms.
- 45.24 Immediately notify Director of any irregularities or hazards.
- 45.25 If running water, broken fixtures, or plugged sewer lines cannot be normalized or isolated, the restroom is to be locked and the Director immediately notified.
- 45.26 Remove graffiti from the outside of the restroom building and wash off any other dirt clods, mud, or foreign materials.
- 45.27 Clean top and sides of drinking fountains outside of restrooms and clear drains.
- 45.28 Disinfect drinking fountains, scrub the fixture, and dry it.
- 45.29 All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures shall be clean, including piping.
- 45.30 Make sure that supplies are in their appropriate dispensers and in adequate amounts to meet the demand.
- 45.31 All leaking fixtures; clogged drains; stopped up or damaged basins, toilets, or urinals; and damaged or inoperable lighting fixtures that cannot be repaired by the following shall be reported to the Director: (a) tightened to stop leaks; (b) unclogged by using a "plumber's helper" and short snake.

46.0 RESTROOM MAINTENANCE - Weekly operation

The following tasks shall be completed the day prior to the scheduled inspection date.

- 46.1 Perform the following tasks prior to commencing the daily task identified in paragraph 45.9:
- a. By using a plumber's help (plunger), lower water levels in toilet bowls below water line and use a bowl cleaner to descale and dissolve water rings on the bowls and under the flushing rims. Allow the bowl cleaner to soak for 20 to 30 minutes. Do not flush.
 - b. Using a bowl cleaner, descale and dissolve water rings on urinal surfaces and under the flushing rim allowing the bowl cleaner to soak for 20 to 30 minutes. Do not flush.
 - c. Following the soaking period, scrub the bowls and urinals to remove deposits and stains and then flush the toilet bowls and urinals.
- 46.2 Perform the following task prior to commencing the daily task identified in paragraph 45.14:
- Wash all windows.
- 46.3 Perform the following task prior to commencing the daily task identified in paragraph 45.15:
- Scrub underneath sink and disinfect.
- 46.4 Perform the following task prior to commencing the daily task identified in paragraph 45.19:
- Disinfect and completely wipe dry all partitions, doors, door frames, metal plates, handles and hinges.
- 46.5 Perform the following task prior to commencing the daily task identified in paragraph 45.20:
- Scrub and clean all base molding and "hard to get at" areas.
- 46.6 Use only materials that are not caustic or damaging to the fixtures being cleaned.
- 46.7 Clean light fixture covers.

47.0 RESTROOM MAINTENANCE – Monthly Operation

The following tasks shall be completed on a monthly basis prior to the scheduled daily and/or weekly operational tasks:

- 47.1 Scrub/clean walls and partitions from floor to ceiling and wipe dry.
- 47.2 Immediately notify Director of any irregularities or hazards.

48.0 GROUP IV SITE INSPECTION/REPORTING - Interior Building Maintenance

- 48.1 Prior to proceeding with any Group IV task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

- 48.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

49.0 GROUP IV MANAGEMENT/SUPERVISION - Interior Building Maintenance

- 49.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 49.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 49.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.
- 49.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP V

50.0 CHEMICAL EDGING/DETAILING

- 50.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift. Precautionary measures shall be employed since all areas will be open for public access during application.
- 50.2 Water shall not be applied to treated areas for forty-eight (48) hours after each application.
- 50.3 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals.
- 50.4 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.

- 50.5 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width shall be considered normal.
- 50.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) shall be made, at no additional cost to the County, until target species are eliminated.
- 50.7 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.
- 50.8 Immediately after complete kill, all dead weeds shall be removed from the area.

51.0 BROADLEAF CONTROL

- 51.1 The product to be used for broadleaf control is Trimec, Turf Ester Herbicide, by Gordon's. This product must be used with precaution and the manufacturer's label must be strictly adhered to.
- 51.2 For optimum results, the application for broadleaf control or eradication shall be accomplished in early spring, subject to weather conditions and as scheduled by the Director.
 - In the event that weather conditions delay application of chemicals for broadleaf control, this task may be eliminated and billing adjusted accordingly.

52.0 ALGAE AND AQUATIC GROWTH CONTROL

- 52.1 Lakes and streams shall be maintained free of algae and aquatic growth.
- 52.2 Chemicals used in control of algae and aquatic growth shall be approved for use by the Agricultural Commissioner's Office.
- 52.3 Cutrine Plus shall be used for control of algae and Rodeo for aquatic growth in lakes. Where fish are stocked, usage must be in percentages that are not harmful to the stocked fish species.
- 52.4 Adjacent walkways and patio areas shall be maintained free of algae.
- 52.5 Filters to the lake aerification system shall be cleaned to remove all algae and debris.

53.0 GROUP V SITE INSPECTION AND REPORTING - Chemical Application

- 53.1 Prior to proceeding with any Group V task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

- 53.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

54.0 GROUP V MANAGEMENT/SUPERVISION - Chemical Application

- 54.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 54.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 54.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.
- 54.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP VI

55.0 WATERING AND IRRIGATION SYSTEM MANAGEMENT

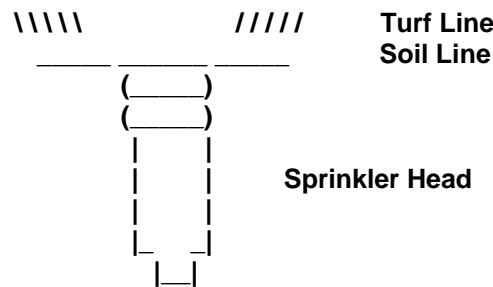
- 55.1 Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 55.2 To provide adequate soil moisture, consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions that affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a

depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

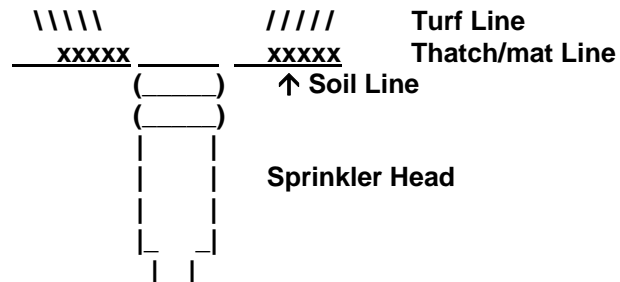
- 55.3 Watering shall be regulated to avoid interference with any use of the facility's roadways, paving, walks, or areas as designated for scheduled special events.
- 55.4 In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.
- 55.5 Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over watering and run-off drowning.
- 55.6 New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least four (4) hours after mowing.
- 55.7 All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.
- 55.8 The Contractor shall be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water deliver system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications and frequencies specified herein.
- 55.9 The Contractor shall insure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.
- 55.10 The Contractor is responsible for maintenance of the irrigation system by performing the following tasks:
 - a. Monitoring all irrigation controllers.
 - b. Inspecting and reporting of irrigation system status.
 - c. Adjusting and cleaning of sprinkler heads (may require the removal of the sprinkler head for this function).
 - d. Repair or replacement of sprinkler heads having a ½" inlet.
 - e. Locate and inform the Director of malfunctioning and/or inoperable sprinkler heads having a ¾" or larger inlet. Remove such heads and

replace same with heads as provided by, and instructed by, the Director.

- f. Providing all nipples, caps, plugs, elbows, couplings, etc.
- g. Providing replacements of all risers and swing joints due to normal wear.
- h. Flushing irrigation pipelines following repairs and replacements.
- i. Replacement of valve box covers due to normal wear.
- j. The Contractor shall confer with the Director regarding the need for replacement or relocation of inoperable sprinkler heads. The County may require the Contractor, at no additional cost, to exchange operable with inoperable sprinkler head(s) to priority areas within the facility, as identified by the Director.
- k. Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade per the following illustrations:
 1. Standard sprinkler head installation without consideration for the thatch and mat accumulation. . . .



2. Standard sprinkler head installation with consideration for the thatch and mat accumulation. . . .



- l. Providing 1" x 1¼" inch angle iron, 30 inches in length for supporting risers on slopes and in beds.
- m. Providing ½" worn drive clamps for securing risers to stake.

- 55.11 Contractor shall replace all irrigation components provided by County and work shall be completed within twenty-four (24) hours upon receiving the component from the County.
- 55.13 Contractor shall replace irrigation components that are identified as the Contractor's responsibility and work shall be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- 55.14 Contractor shall replace the irrigation system with originally specified equipment of the same size and quality or substitutes approved by the Director prior to any installation thereof.
- 55.15 Complete piping replacement of the irrigation system is not required by the Contractor.
- 55.16 The County is responsible for the repair or replacement of leaking main and lateral irrigation lines.
- 55.17 The County is responsible for providing to the Contractor sprinkler heads with a ¾ inch inlet or greater.
- 55.18 County is responsible for the following components of the irrigation system: quick couplers, remote control valves, gate valves, automatic controller repairs, and backflow devices. The Contractor shall notify the Director, of any damaged or inoperable major irrigation components, indicating the problem, location, size and type of irrigation equipment.

56.0 IRRIGATION SYSTEM OPERABILITY AND TESTING

- 56.1 On a weekly basis, Contractor shall ensure the operability of the irrigation system; the Contractor shall 1) cycle controller(s) through each station manually; 2) automatically check the function of all facets of the irrigation system and 3) report any damage or incorrect operation to the Director.
- 56.2 During the testing the Contractor shall:
 - a. Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property.
 - b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.
 - c. Record and report all system malfunctions, damage and obstructions to the Director and take corrective action.
 - d. Replace or repair inoperable irrigation equipment identified as Contractor's responsibility.
 - e. Inspect valve boxes for safety and security purposes.
- 56.3 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

- 56.4 Repair/replace malfunctioning sprinkler heads within one (1) watering cycle.
- 56.5 Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within two (2) hours of identification or following verbal notification.
- 56.6 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Director.
- 56.7 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of controllers to comply with watering requirements of the premises and the bleeding of valves.
- 56.8 Flush irrigation pipeline after repair or replacement of irrigation components.
- 56.9 If an automatic irrigation system, or a portion of a system malfunctions, the contractor, when authorized by the Director, is responsible for the manual manipulation of that system for a period of thirty days from the date of the authorization. If the system requires manual manipulation for a greater period, the Director may opt to pay the contractor supplementally to continue the manual manipulation, or he may decide to terminate the supplemental irrigation.

57.0 GROUP VI SITE INSPECTION/REPORTING - Watering and Irrigation System Management

- 57.1 Each facility shall be checked, on each day that a facility normally receives service, for irrigation system malfunction and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This shall be done by a knowledgeable and responsible employee.
- 57.2 The reporting of malfunctions, hazards, and emergencies shall be done in accordance with instructions received from monitors.
- 57.3 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.
- 57.4 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.

58.0 GROUP VI MANAGEMENT/SUPERVISION - Watering and Irrigation System Management

- 58.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

- 58.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 58.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.
- 58.4 The Contractor executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP VII

59.0 LAKE/DRAIN MAINTENANCE

- 59.1 All drains and catch basins shall be inspected daily to insure that they are free of siltation and debris so that the water will have an unimpeded passage to its outlet.
- 59.2 The lake shall be inspected daily to insure:
- a. Removal of safety hazards.
 - b. Removal of trash cans, tables, etc.
 - c. Removal of floating litter/debris within ten (10) feet of the shoreline.
- 59.3 Lake Circulation System
- 59.3.1 Skimmer Baskets. The Contractor shall remove debris and clean skimmer baskets daily, seven (7) days per week. Cleaning shall consist of brushing to remove all algae deposits. Contractor shall be responsible for replacing any skimmer basket(s) that deteriorate or does not keep debris from the circulation pump.
- 59.3.2 Air-Intake Nozzles. The Contractor shall inspect and keep clear all eighteen (18) air-intake nozzles located around the lake above the circulation pump outlet nozzles; seven (7) days per week.
- 59.3.3 Pump Maintenance. The Contractor shall remove all pumps and have them serviced three (3) times per year. Removal and installation of the pumps shall be accomplished by a certified electrician. Installation shall comply with the plans and specifications on file with the County. Upon completion of the installation, the Director shall inspect the work and certify correct installation. Prior to removing pump(s), Contractor shall notify the

Director. Contractor shall provide copies of the service order and invoices to the Director to verify task completion.

If the pump(s) cannot be serviced or repaired, Contractor shall notify the Director prior to taking further action. County may authorize Contractor to replace pump(s) with a similar pump(s) or a County approved equal for which the Contractor shall receive additional compensation.

- 59.3.4 Water Level. The Contractor shall inspect and maintain the proper level of water within four (4) inches of the upper most portion of the bulkhead; once per week.

60.0 GROUP VII SITE INSPECTION AND REPORTING - Lake/Drain Maintenance

- 60.1 Prior to proceeding with any Group VII task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.
- 60.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

61.0 GROUP VII MANAGEMENT/SUPERVISION - Lake/Drain Maintenance

- 61.1 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 61.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 61.3 Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.
- 61.4 Contractor executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of Contractor's staff.

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III. SEASONAL SPECIALTY TASKS

The following Seasonal Specialty Tasks are to be performed at the request of the Director for which the Contractor will be compensated per the identified cost in accordance with Section 4, Additional Work, of the Statement of Work.

62.0 SHRUB AND TREE CARE/PRUNING

62.1 Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:

- a. All trees shall be trimmed, shaped and thinned.
- b. All dead and damaged branches and limbs shall be removed at the point of breaking.
- c. All trees shall be trimmed to prevent encroachment on private property.

62.2 Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning.

62.3 Pruning Procedures

- a. Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never Leave Short Stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut should be made toward the outside portion of this "collar". If a tree does not produce this characteristic collar, then make the cut flush to the limb where it is growing.
- b. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting.
- c. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- d. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.
- e. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- f. Climbing spurs shall not be used.

62.4 Pruning Criteria

- a. The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

- b. All trees shall be pruned for vertical and horizontal clearance. Such clearances are: seven feet (7') for pedestrian areas and walkways; fourteen feet (14') for vehicular roadways.
 - c. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12" or 24" spacing.
 - d. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
 - e. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
 - f. All suckers and sprouts shall be cut flush with the trunk or limb.
 - g. No stubs will be permitted.
- 62.5 All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to the Director.
- 62.6 Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- 62.7 All trimming and debris shall be removed and disposed of offsite at the end of each day's work.
- 62.8 All trees which are downed by either natural or unnatural causes shall be removed and disposed offsite. Where possible stumps shall be removed to 12 inches below grade and wood chips removed and hole backfilled to grade.

63.0 CULTIVATING

Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots in accomplishing this operation.

64.0 RENOVATION/VERTICAL MOWING

- 64.1 Care shall be taken to avoid unnecessary or excessive injury to the turf grass.
- 64.2 Sweep or rake the dislodged thatch from the turf areas and place in appropriate trash bin(s).
- 64.3 Standard field topmaker vertical mowing type equipment shall be used.
- 64.4 Vertical Mowing-Turf
Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.
- 64.5 Renovation-Turf

- a. Renovate or blade to the soil line, level and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.
- b. After thatch is removed and upon completion of turf renovation all turf areas shall be seeded, mulched, fertilized and watered.
- c. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application recommended by the Director.
- d. Mulch shall be spread evenly over the entire area to a uniform depth.

65.0 TURF RESEEDING/RESTORATION OF BARE AREAS

- 65.1 Overseed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.
- 65.2 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application identified by the Director.

66.0 DISEASE/INSECT CONTROL

- 66.1 All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover and turf.
- 66.2 The Director shall be notified immediately of any disease, insects or unusual conditions that might develop.
- 66.3 A disease control program to prevent all common diseases from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

67.0 PLANT MATERIALS

- 67.1 Plant materials shall conform to the requirements of the Landscape Plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to insure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- 67.2 Substitutions may be allowed but only with prior written approval by the Director.
- 67.3 Nomenclature - Plant names used in the landscape plan of the area conform to "Standardized Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade shall be followed.
- 67.4 Quality
 - a. Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems

and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.

- b. All trees shall be measured six (6) inches above the ground surface.
- c. Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.
- d. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
- e. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Director.

67.5 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition for no less than thirty (30) days from the date of acceptance of the job by the Director.

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IV. SPECIFIC REQUIREMENTS

68.0 COUNTY PROVIDED MATERIALS

The County shall supply the Contractor with the following materials for which the Contractor will provide the labor at no additional cost to County:

- a. Paint and/or graffiti removal material, when applicable.
- b. Paper products for all restrooms.
- c. Light bulbs and tubes for interior and exterior lighting of park building and restrooms.
- d. Fifty-five (55) gallon trash containers. Trash can liners/trash bags are to be provided by the contractor.

69.0 LOCKS AND KEYS

69.1 The County may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any County-owned locks initially provided to the Contractor. The County shall provide the Contractor on a one for one exchange, locks that have been vandalized or are inoperable.

69.2 The Contractor may provide a chain and lock system, at the Contractor's expense, for trash containers located throughout the park for the purposes of securing and limiting the removal or tipping of the containers.

69.3 Key Control

- a. The Contractor shall be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.
- b. The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
- c. The Contractor shall report all lost or stolen keys to the Director within twenty-four (24) hours of discovery of the loss. The Contractor shall reimburse the County for the cost as determined by the Director, of rekeying the facility or duplicating additional keys.
- d. Upon termination, cancellation or expiration of this Contract all keys received by the Contractor shall be returned to the Director.
- e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

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Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The

EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



EXHIBIT K

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form.
(Information to complete this form can be obtained from your
weekly certified payroll reports) Submit this form with your
Certified Payroll Reports to the awarding County department.
Be sure to complete and sign the reverse side of this form
before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)										
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____	(5) For Month Ending:									
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:									
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):										
(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)										
Print Authorized Name:		Grand Total (All Pages)										
Authorized Signature:		Date: / /	Title:		Telephone Number (include area code) ()		Page: ____ of ____					

EXHIBIT L
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.